



3/13 (3)

BOARD OF SELECTMEN

Middlesex, ss.

March 13, 2006

ORDER OF STREET LAYOUT

WHEREAS, the Board of Selectmen has referred the proposed layouts to the Planning Board of the Town of Acton in accordance with Chapter 41, Section 81-I of the General Laws, and said Planning Board has approved the laying out as hereinafter described; and

WHEREAS, the Board of Selectmen has determined and adjudged that common convenience and necessity require that Town ways be laid out in the location hereinafter described; and

WHEREAS, notice of the intention of this Board to lay out said ways has been duly given in accordance with the applicable provisions of the General Laws, and other provisions of the law have been complied with; and

WHEREAS, the Board of Selectmen met at the time and place appointed for the hearing.

NOW THEREFORE, it is ordered and adjudged that Town ways for the use of the Town be and is hereby laid out as follows:

In the JACKSON DRIVE EXTENSION SUBDIVISION

JACKSON DRIVE - from the previous limit of acceptance at the easterly end of Jackson Drive a distance of 1,466 feet, more or less, in a generally easterly direction to the westerly sideline of Washington Drive, this being the entire road.

In the GLENBROOKE RUN SUBDIVISION

MONROE DRIVE - from the southerly sideline of Jackson Drive a distance of 500 feet, more or less, in a generally southerly direction to the end of a T-shaped turnaround, including the turnaround, this being the entire road.

JACKSON DRIVE

The description, bounds and location of Jackson Drive are as shown on a plan entitled "Definitive Plan for Jackson Drive Extension, Acton, MA, Lot Layout Plan, For: Patriot Conservation Trust, Scale 1" = 40', Sheet 2 of 10 and 3 of 10 Dated June 22, 2000, with a latest revision date of December 21, 2000", prepared by Stamski and McNary, Inc., 80 Harris Street, Acton, MA and recorded at the Middlesex South District Registry of Deeds (the "Registry") as Plan No. 1425 of 2000 ("the 2000 Definitive Plan"). Jackson Drive is also shown on a plan entitled "Jackson Drive Extension at Patriot's Hill As-Built Plan & Profile, Acton MA, For Patriot Conservation Trust Sheet 1 of 2 and 2 of 2 Dated October 3, 2005", and prepared by Stamski and McNary, Inc. Said As-Built Plan is on file with the Town of Acton Engineering Department. Jackson Drive is more particularly described as follows:

Beginning at a drill hole in a stone bound on the sideline of Jackson Drive, a public way, same point being twenty-six and ninety-four hundredths (26.94) feet along the sideline of Jackson Drive from the corner between Lot 1 and Lot 2;

- Thence: By a curved line to the left, the radius of which is twenty-five (25.00) feet, a distance of twenty-nine and sixty-five hundredths (29.65) feet to a drill hole in a stone bound;
- Thence: S74°-36'-37"E a distance of one hundred-six and ninety-six hundredths (106.96) feet to a drill hole in a stone bound;
- Thence: By a curved line to the left, the radius of which is ninety (90.00) feet, a distance of thirty-seven and fifty-three hundredths (37.53) feet to a drill hole in a stone bound;
- Thence: N81°-29'-58"E a distance of seventy-nine and four hundredths (79.04) feet to a drill hole in a stone bound;
- Thence: By a curved line to the right, the radius of which is one hundred-thirty (130.00) feet, a distance of one hundred-ninety-two and seventy-three hundredths (192.73) feet to a drill hole in a stone bound;
- Thence: S13°-33'-22"E a distance of one hundred-thirty-five and forty-nine hundredths (135.49) feet to a drill hole in a stone bound;
- Thence: By a curved line to the left, the radius of which is two hundred-thirty (230.00) feet, a distance of one hundred-sixty-seven and sixty-six hundredths (167.66) feet to a drill hole in a stone bound;
- Thence: S55°-19'-20"E a distance of one hundred-twelve and thirty-two hundredths (112.32) feet to a drill hole in a stone bound;
- Thence: By a curved line to the right, the radius of which is one hundred-thirty (130.00) feet, a distance of ninety-nine and forty-two hundredths (99.42) feet to a drill hole in a stone bound;

- Thence: S11°-30'-09"E a distance of one hundred-twenty-four and thirty-three hundredths (124.33) feet to a drill hole in a stone bound;
- Thence: By a curved line to the left, the radius of which is ninety (90.00) feet, a distance of eighty-two and eighty-four hundredths (82.84) feet to a drill hole in a stone bound;
- Thence: S64°-14'-28"E a distance of two hundred-twenty-nine and sixty-five hundredths (229.65) feet to a drill hole in a stone bound;
- Thence: By a curved line to the left, the radius of which is twenty-five (25.00) feet, a distance of fifty-five and eighty-one hundredths (55.81) feet to a drill hole in a stone bound on the westerly sideline of Washington Drive;
- Thence: Along the sideline of Washington Drive, by a curved line to the left, the radius of which is sixty-four and fifty hundredths (64.50) feet, a distance of thirty-two and ninety-six hundredths (32.96) feet to a drill hole in a stone bound;
- Thence: Along the sideline of Washington Drive, by a curved line to the right, the radius of which is sixty-four and fifty hundredths (64.50) feet, a distance of seventy-five and sixty-four hundredths (75.64) feet to a point;
- Thence: Along the sideline of Washington Drive, S25°-45'-32"W a distance of thirty-one and eight hundredths (31.08) feet to a drill hole in a stone bound;
- Thence: N64°-14'-28"W a distance of three hundred-fourteen and seventy-six hundredths (314.76) feet to a drill hole in a stone bound;
- Thence: N25°-45'-32"E a distance of thirty (30.00) feet to a drill hole in a stone bound;
- Thence: By a curved line to the right, the radius of which is one hundred-thirty (130.00) feet, a distance of one hundred-nineteen and sixty-six hundredths (119.66) feet to a drill hole in a stone bound;
- Thence: N11°-30'-09"W a distance of one hundred-twenty-four and thirty-three hundredths (124.33) feet to a drill hole in a stone bound;
- Thence: By a curved line to the left, the radius of which is ninety (90.00) feet, a distance of sixty-five and fifty-eight hundredths (65.58) feet to a drill hole in a stone bound;
- Thence: N55°-19'-20"W a distance of one hundred-twelve and thirty-two hundredths (112.32) feet to a point;
- Thence: By a curved line to the right, the radius of which is two hundred-seventy (270.00) feet, a distance of one hundred-ninety-six and eighty-two hundredths (196.82) feet to a drill hole in a stone bound;

- Thence: N13°-33'-22"W a distance of one hundred-thirty-five and forty-nine hundredths (135.49) feet to a magnetic survey nail in the driveway;
- Thence: By a curved line to the left, the radius of which is ninety (90.00) feet, a distance of one hundred-thirty-three and forty-three hundredths (133.43) feet to a drill hole in a stone bound;
- Thence: S81°-29'-58"W a distance of seventy-nine and four hundredths (79.04) feet to a drill hole in a stone bound;
- Thence: By a curved line to the right, the radius of which is one hundred-thirty (130.00) feet, a distance of fifty-four and twenty-one hundredths (54.21) feet to a drill hole in a stone bound;
- Thence: N74°-36'-37"W a distance of one hundred-twenty and forty-two hundredths (120.42) feet to a drill hole in a stone bound;
- Thence: By a curved line to the left, the radius of which is twenty-five (25.00) feet, a distance of twenty-two and twenty-three hundredths (22.23) feet to a drill hole in a stone bound on the sideline of Jackson Drive;
- Thence: Along the sideline of Jackson Drive, by a curved line to the left, the radius of which is sixty-four and fifty hundredths (64.50) feet, a distance of sixty-eight and eighty hundredths (68.80) feet to the point of beginning.

Being a portion of the premises conveyed to Patriot Conservation Trust recorded at the Middlesex South District Registry of Deeds, Cambridge, Massachusetts, in Book 32172 Page 417, Book 32172 Page 416 and to R&D Homes, Inc. recorded at the Middlesex South District Registry of Deeds, Cambridge, Massachusetts, in Book 30790 Page 209.

MONROE DRIVE

The description, bounds and location of Monroe Drive are as shown on a plan entitled "Glenbrooke Run, Definitive Plan of Land on Jackson Drive & Jackson Drive Extension, Acton, Massachusetts, Prepared For: Glen L. & J. Brooke Nichols, Scale 1" = 40', Sheet 2 of 6 Dated March, 2002, with a latest revision date of June, 2002", prepared by Acton Survey & Engineering, Inc., 97 Great Road, P.O. Box 666, Acton, MA and recorded at the Middlesex South District Registry of Deeds (the "Registry") as Plan No. 776 of 2002 ("the 2002 Definitive Plan"). Monroe Drive is also shown on a plan entitled "Glenbrooke Run, Monroe Drive As-Built Plan & Profile, Acton MA., For Patriot Conservation Trust, Sheet 1 of 1, Dated October 3, 2005", and prepared by Stamski and McNary, Inc. Said As-Built Plan is on file with the Town of Acton Engineering Department. Monroe Drive is more particularly described as follows:

Beginning at a drill hole in a stone bound on the southwesterly sideline of Jackson Drive Extension;

Thence: By a curved line to the left, the radius of which is twenty-five (25.00) feet, a distance of thirty-nine and twenty-seven hundredths (39.27) feet to a magnetic survey nail in the driveway;

Thence: S34°-40'-40"W a distance of forty-two and ten hundredths (42.10) feet to a drill hole in a stone bound;

Thence: By a curved line to the right, the radius of which is one hundred-thirty (130.00) feet, a distance of fifty-four and five hundredths (54.05) feet to a drill hole in a stone bound;

Thence: S58°-29'-53"W a distance of fifty and eleven hundredths (50.11) feet to a drill hole in a stone bound;

Thence: By a curved line to the left, the radius of which is ninety (90.00) feet, a distance of fifty and forty-six hundredths (50.46) feet to a drill hole in a stone bound;

Thence: S26°-22'-29"W a distance of seventy (70.00) feet to a drill hole in a stone bound;

Thence: N63°-37'-31"W a distance of five and ninety-nine hundredths (5.99) feet to a drill hole in a stone bound;

Thence: By a curved line to the right, the radius of which is one hundred-thirty (130.00) feet, a distance of eighty-seven and ninety-three hundredths (87.93) feet to a drill hole in a stone bound;

Thence: S78°-57'-37"W a distance of twenty-two and forty-nine hundredths (22.49) feet to a drill hole in a stone bound;

Thence: By a curved line to the left, the radius of which is twenty (20.00) feet, a distance of thirty-one and forty-two hundredths (31.42) feet to a drill hole in a stone bound;

Thence: S11°-02'-23"E a distance of forty-one (41.00) feet to a drill hole in a stone bound;

Thence: S78°-57'-37"W a distance of forty (40.00) feet to a drill hole in a stone bound;

Thence: N11°-02'-23"W a distance of forty-one (41.00) feet to a drill hole in a stone bound;

Thence: By a curved line to the left, the radius of which is twenty (20.00) feet, a distance of thirty-one and forty-two hundredths (31.42) feet to a drill hole in a stone bound;

Thence: S78°-57'-37"W a distance of forty (40.00) feet to a point;

Thence: N11°-02'-23"W a distance of forty (40.00) feet to a drill hole in a stone bound;

- Thence: N78°-57'-37"E a distance of one hundred-forty-two and forty-nine hundredths (142.49) feet to a drill hole in a stone bound;
- Thence: By a curved line to the left, the radius of which is ninety (90.00) feet, a distance of seventy-eight and ten hundredths (78.10) feet to a drill hole in a stone bound;
- Thence: N29°-14'-35"E a distance of forty-six and sixty-four hundredths (46.64) feet to a magnetic survey nail in the driveway;
- Thence: By a curved line to the left, the radius of which is twenty-five (25.00) feet, a distance of thirty-four and forty-seven hundredths (34.47) feet to a drill hole in a stone bound;
- Thence: N49°-44'-53"W a distance of twenty-seven and fifty-four hundredths (27.54) feet to a drill hole in a stone wall;
- Thence: N81°-33'-23"E a distance of twenty-four and eighty hundredths (24.80) feet to an iron pipe;
- Thence: N16°-53'-24"W a distance of thirty-nine and thirty-nine hundredths (39.39) feet to a magnetic survey nail in the driveway;
- Thence: S49°-44'-53"E a distance of fifty-one and thirty-nine hundredths (51.39) feet to drill hole in a stone bound;
- Thence: By a curved line to the left, the radius of which is twenty-five (25.00) feet, a distance of thirty-one and thirty-one hundredths (31.31) feet to a drill hole in a stone bound;
- Thence: N58°-29'-53"E a distance of forty-one and eight hundredths (41.08) feet to a drill hole in a stone bound;
- Thence: By a curved line to the left, the radius of which is ninety (90.00) feet, a distance of thirty-seven and forty-two hundredths (37.42) feet to a drill hole in a stone bound;
- Thence: N34°-40'-40"E a distance of forty-three and forty hundredths (43.40) feet to a drill hole in a stone bound;
- Thence: By a curved line to the left, the radius of which is twenty-five (25.00) feet, a distance of thirty-six and ninety-two hundredths (36.92) feet to a drill hole in a stone bound on the sideline of Jackson Drive;
- Thence: Along the sideline of Jackson Drive by a curved line to the left, the radius of which is two hundred-seventy (270.00) feet, a distance of twenty-five and thirty-seven hundredths (25.37) feet to a point;
- Thence; Along the sideline of Jackson Drive S55°-19'-20"E a distance of sixty-two and thirty-two hundredths (62.32) feet to the point of beginning.

Being a portion of the premises conveyed to Patriot Conservation Trust recorded at the Middlesex South District Registry of Deeds, Cambridge, Massachusetts, in Book 35954 Pages 16-17 and Book 32172 Page 416.

JACKSON DRIVE EASEMENTS

Jackson Drive is laid out with certain easements that are more particularly described as follows:

Easement No. 1

The perpetual right and easement over, under and upon that portion of Lot 5F being shown as "Proposed Drainage Easement" on the plan entitled "Plan of Land in Acton, Massachusetts, Prepared For R & D Homes, Inc., Dated October 18, 1999 Prepared by Stamski & McNary", and recorded at the Registry as Plan No. 1194 of 1999. Said easement includes the perpetual right to enter upon the easement area to install, maintain, operate, repair, remove and replace drainage facilities of all types and kinds, including, but not limited to, storm drainage pipes, culverts, manholes, catch basins, slopes, ditches, infiltration/detention basins and appurtenant structures for the surface and subsurface drainage of storm water.

Easement No. 2

The perpetual right and easement over, under and upon that portion of Lot 5E shown as "Proposed Grading Easement" on the plan entitled "Plan of Land in Acton, Massachusetts, Prepared For R & D Homes, Inc., Dated October 18, 1999 Prepared by Stamski & McNary", and recorded at the Registry as Plan No. 1194 of 1999. The grading easement includes the perpetual right to enter upon the easement area for the purpose of grading, regrading and depositing fill and maintaining slopes necessary for the construction, maintenance and support of Jackson Drive.

Easement No. 3

The perpetual right and easement over, under and upon those portions of Lots 1-12 shown as "Proposed 10' Wide Utility, Construction & Slope Easement (Typ.)" on the 2000 Definitive Plan. The ten-foot wide utility, construction and slope easement is parallel to and adjacent to the sideline of Jackson Drive and includes the perpetual right to enter upon the easement area for the purpose of grading, regrading and depositing fill and maintaining slopes necessary for the construction, maintenance and support of Jackson Drive. Said easement also includes the perpetual right to enter upon the easement area to install, maintain, operate, repair, remove and replace wires, cables, poles, pipes, manholes, catch basins, ditches and appurtenant structures for the provision of public and private utilities, including without limitation, sewer, water, gas, electric, telephone, fire protection, cable television, storm drainage and the like.

Easement No. 4

The perpetual right and easement over, under, and upon that portion of Lot 7, being shown as “Proposed Utility, Drainage, Construction, Slope, Access & Maintenance Easement “B”” on the 2000 Definitive Plan. The easement includes the perpetual right to enter upon the easement areas for the purpose of grading, re-grading and depositing fill and maintaining slopes necessary for the construction, maintenance and support of Jackson Drive. Said easement also includes the perpetual right to enter upon the easement area to install, maintain, operate, repair, remove and replace wires, cables, poles, pipes, access drive, drainage facilities of all types and kinds, including, but not limited to, storm drainage pipes, culverts, detention basins, infiltration basins, manholes, catch basins, and appurtenant structures for the provision of public and private utilities, including without limitation, sewer, water, gas, electric, telephone, fire protection, cable television, storm drainage and the like.

Easement No. 5

The perpetual right and easement over, under, and upon that portion of Lot 7, being shown as “Proposed Utility, Drainage, Construction, Slope, Access & Maintenance Easement “A-1”” on the plan entitled “Easement Plan of Land in Acton Massachusetts, Prepared for Patriots Conservation Trust, Date October 21, 2002, Prepared by Stamski & McNary Inc.”, and recorded in the Registry as Plan No. 1280 of 2002. The easement includes the perpetual right to enter upon the easement area for the purpose of grading, re-grading and depositing fill and maintaining slopes necessary for the construction, maintenance and support of Jackson Drive. Said easement also includes the perpetual right to enter upon the easement area to install, maintain, operate, repair, remove and replace wires, cables, poles, pipes, access drive, drainage facilities of all types and kinds, including, but not limited to, storm drainage pipes, culverts, detention basins, infiltration basins, manholes, catch basins, and appurtenant structures for the provision of public and private utilities, including without limitation, sewer, water, gas, electric, telephone, fire protection, cable television, storm drainage and the like.

Easement No. 6

The perpetual right and easement over, under, and upon that portion of Lot 1 being shown as “Proposed Drainage, Utility, Access & Maintenance Easement “B”” on the 2000 Definitive Plan. The easement includes the perpetual right to enter upon the easement area to install, maintain, operate, repair, remove and replace wires, cables, poles, pipes, access, drainage facilities of all types and kinds, including, but not limited to, storm drainage pipes, culverts, detention basins, infiltration basins, manholes, catch basins, and appurtenant structures for the provision of public and private utilities, including without limitation, sewer, water, gas, electric, telephone, fire protection, cable television, storm drainage and the like.

Easement No. 7

The perpetual right and easement over, under, and upon that portion of Lot 3 being shown as “Proposed Drainage, Utility, Access & Maintenance Easement “C”” on the 2000 Definitive Plan. The easement includes the perpetual right to enter upon the easement area to install, maintain, operate, repair, remove and replace wires, cables, poles, pipes, access, drainage facilities of all types and kinds,

including, but not limited to, storm drainage pipes, culverts, detention basins, infiltration basins, manholes, catch basins, and appurtenant structures for the provision of public and private utilities, including without limitation, sewer, water, gas, electric, telephone, fire protection, cable television, storm drainage and the like.

Easement No. 8

The perpetual right and easement over, under, and upon those portions of Lots 4, 5 and 6 being shown as “Proposed Drainage, Utility, Access & Maintenance Easement” on the 2000 Definitive Plan. The easement includes the perpetual right to enter upon the easement area to install, maintain, operate, repair, remove and replace wires, cables, poles, pipes, access, drainage facilities of all types and kinds, including, but not limited to, storm drainage pipes, culverts, detention basins, infiltration basins, manholes, catch basins, and appurtenant structures for the provision of public and private utilities, including without limitation, sewer, water, gas, electric, telephone, fire protection, cable television, storm drainage and the like.

MONROE DRIVE EASEMENTS

Monroe Drive is laid out with certain easements that are more particularly described as follows:

Easement No. 9

The perpetual right and easement over, under and upon those portions of Lots 1-4 shown as “Proposed 10’ Wide Slope, Utility & Construction Easement” on the 2002 Definitive Plan. The ten-foot wide slope, utility and construction easement is parallel to and adjacent to the sideline of Monroe Drive and includes the perpetual right to enter upon the easement area for the purpose of grading, regrading and depositing fill and maintaining slopes necessary for the construction, maintenance and support of Monroe Drive. Said easement also includes the perpetual right to enter upon the easement areas to install, maintain, operate, repair, remove and replace wires, cables, poles, pipes, manholes, catch basins, ditches and appurtenant structures for the provision of public and private utilities, including without limitation, sewer, water, gas, electric, telephone, fire protection, cable television, storm drainage and the like.

Easement No. 10

The perpetual right and easement over, under and upon those portions of Lots 9 and 10 shown as “Proposed 20’ Wide Utility, Construction & Slope Easement (Typ.)” on the 2000 Definitive Plan. The twenty-foot wide utility, construction and slope easement is parallel to and adjacent to the sideline of Monroe Drive and includes the perpetual right to enter upon the easement area for the purpose of grading, regrading and depositing fill and maintaining slopes necessary for the construction, maintenance and support of Monroe Drive. Said easement also includes the perpetual right to enter upon the easement area to install, maintain, operate, repair, remove and replace wires, cables, poles, pipes, manholes, catch basins, ditches and appurtenant structures for the provision of public and private utilities, including without limitation, sewer, water, gas, electric, telephone, fire protection, cable television, storm drainage and the like.

Easement No. 11

The perpetual right and easement over, under and upon that portion of Lot 9 shown as "Proposed Sight Line Easement" on the 2000 Definitive Plan. The sight line easement includes the perpetual right to enter upon the easement area to remove vegetation, maintain landscaping, and clear obstructions in order to provide adequate sight distances for motorists along Jackson Drive and Monroe Drive.

All installation, maintenance, use, repair, replacement and removal hereby authorized shall be done in such a manner as not to interfere unreasonably with the surface or aerial uses of said easement areas. Whenever any surface is disturbed by authority of this instrument, it shall be restored with reasonable promptness and to substantially its condition prior to such disturbance.

Without limiting the foregoing, the easements described herein include the perpetual right to enter upon said easement areas for the purpose of effectuating this layout, and to fully exercise any rights granted by said easements.

The following easements are specifically excluded from this layout: (a) "Proposed Private Drainage, Utility, Access & Maintenance Easement "A"" on Lot 3 on the 2000 Definitive Plan, (b) "Proposed Private Drainage, Utility, Access & Maintenance Easement "B"" on Lot 3 on the 2000 Definitive Plan, (c) "Proposed Private Drainage, Utility, Access & Maintenance Easement" on Lot 8 on the 2000 Definitive Plan, (d) "Proposed Private Drainage, Utility, Access & Maintenance Easement" on Lots 11 and 12 on the 2000 Definitive Plan, (e) "Proposed 25' Wide Access & Utility Easement" on Lot 1 on the 2002 Definitive Plan, and (f) "Proposed 25' Wide Access & Utility Easement" on Lots 2 and 3 on the 2002 Definitive Plan.

Included in this layout are all trees, roadway improvements and all structures located thereon, including but not limited to structures for the collection of storm drainage and sewerage, but not including wires, cables, poles, towers, pipes, conduits and other appurtenances for the conveyance of gas, electricity, cable television or telephone communication located in or upon Jackson Drive and Monroe Drive or any of the easements herein described.

At the conclusion of the layout and acceptance of Jackson Drive, Monroe Drive and the easements described herein, the Town of Acton's maintenance responsibilities will follow standard procedures for Town streets and ways and shall be limited to the improvements located within the street layout and associated with their function as a street, and to any improvements associated with street drainage located within designated utility easements. All private utilities and services located within or outside the street layout or said easements and any private drainage facilities feeding into drainage structures located within the street layout or easements shall not be the responsibility of the Town of Acton.

No betterments are to be assessed and no damages are to be awarded.

This order and plan shall be filed forthwith in the office of the Town Clerk and reported to the Town for acceptance.

Witness our hands and seals this 13th day of March 2006.

BOARD OF SELECTMEN, TOWN OF ACTON

Peter K. Ashton, Chairman

Walter M. Foster, Vice Chairman

F. Dore' Hunter, Clerk

Lauren Rosenzweig, Member

Andrew Magee, Member